

iCloud operated by GCBD Terms and Conditions

Welcome to iCloud operated by GCBD



THIS LEGAL AGREEMENT BETWEEN YOU AND AIPO CLOUD (GUIZHOU) TECHNOLOGY CO., LTD. ("GCBD") GOVERNS YOUR USE OF THE ICLOUD PRODUCT, SOFTWARE, SERVICES, AND WEBSITES (COLLECTIVELY REFERRED TO AS THE "SERVICE"). APPLE TECHNOLOGY SERVICES (GUIZHOU) LTD., OR A SUCCESSOR OR ASSIGNEE OF APPLE TECHNOLOGY SERVICES (GUIZHOU) LTD., MAY FROM TIME TO TIME PROVIDE SUPPORT TO GCBD IN ITS PROVISION OF THE SERVICE. IN ADDITION TO APPLE TECHNOLOGY SERVICES (GUIZHOU) LTD. AND ANY OF ITS SUCCESSORS OR ASSIGNEES, OTHER APPLE ENTITIES INCLUDING APPLE DISTRIBUTION INTERNATIONAL LIMITED AND APPLE INC. MAY PROVIDE ASSISTANCE IN THE PROVISION OF THE SERVICES, OR CERTAIN RIGHTS AND LICENSES HEREUNDER (APPLE TECHNOLOGY SERVICES (GUIZHOU) LTD., APPLE DISTRIBUTION INTERNATIONAL LIMITED, APPLE INC. AND ANY OTHER APPLE ENTITY ARE COLLECTIVELY REFERRED TO HEREIN AS "APPLE"). IN SUCH CASES (I) APPLE SHALL HAVE A LEGAL POSITION EQUIVALENT TO AN ADDITIONAL PARTY TO THIS AGREEMENT, SUBJECT TO ALL TERMS AND CONDITIONS CONTAINED HEREIN; AND (II) REFERENCES TO GCBD SHALL BE DEEMED A REFERENCE TO GCBD AND APPLE TO THE EXTENT OF THE SUPPORT PROVIDED BY APPLE, INCLUDING THE DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY. IT IS IMPORTANT THAT YOU READ AND UNDERSTAND THE FOLLOWING TERMS. BY CLICKING "AGREE," YOU ARE AGREEING THAT THESE TERMS WILL APPLY IF YOU CHOOSE TO ACCESS OR USE THE SERVICE.

GCBD is the provider of the Service in the Mainland of China, which permits you to utilize certain Internet services, including storing your personal content (such as contacts, calendars, photos, notes, reminders, documents, app data, and iCloud email) and making it accessible on your compatible devices and computers, and certain location based services, only under the terms and conditions set forth in this Agreement. iCloud is automatically enabled when you are running devices on iOS 9 or later and sign in with your Apple ID during device setup, unless you are upgrading the device and have previously chosen not to enable iCloud. You can disable iCloud in Settings. When iCloud is enabled, your content will be automatically sent to and stored by GCBD, so you can later access that content or have content wirelessly pushed to your other iCloud-enabled devices or computers.

I. REQUIREMENTS FOR USE OF THE SERVICE

A. Age. The Service is only available to individuals aged 13 years or older (or equivalent minimum age in the relevant jurisdiction), unless you are under 13 years old and your Apple ID was provided to you as a result of a request by an approved educational institution or established as part of the Family Sharing feature by your parent or guardian. We do not knowingly collect, use or disclose personal information from children under 13, or equivalent minimum age in the relevant jurisdiction, without verifiable parental consent. Parents and guardians should also remind any minors that conversing with strangers on the Internet can be dangerous and take appropriate precautions to protect children, including monitoring their use of the Service.

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To use the Service, you cannot be a person barred from receiving the Service under the laws of the People's Republic of China. By accepting this Agreement, you represent that you understand and agree to the foregoing.

B. Devices and Accounts. Use of the Service may require compatible devices, Internet access, and certain software, including software provided by third parties, e.g. Apple Inc. (fees may apply); may require periodic updates; and may be affected by the performance of these factors. The number of Accounts that may be created from a device and the number of devices associated with an Account may be limited. The latest version of required software may be required for certain transactions or features. You agree that meeting these requirements is your responsibility.

C. Limitations on Use. You agree to use the Service only for purposes permitted by this Agreement, and only to the extent permitted by Chinese law. Your Account is allocated 5GB of storage capacity as described in Apple's iCloud feature pages. Additional storage is available for purchase, as described below. Exceeding any applicable or reasonable limitation of bandwidth, or storage capacity (for example, backup or email account space) is prohibited and may prevent you from backing up to iCloud, adding documents, or receiving new email sent to your iCloud email address. If your use of the Service or other behavior intentionally or unintentionally threatens our ability to provide the Service or other systems, we shall be entitled to take all reasonable steps to protect the Service and our systems, which may include suspension of your access to the Service. Repeated violations of the limitations may result in termination of your Account.

D. Changing the Service. We reserve the right at any time to modify this Agreement and to impose new or additional terms or conditions on your use of the Service, provided that we will give you 30 days' advance notice of any material adverse change to the Service or applicable terms of service, unless it would not be reasonable to do so due to circumstances arising from legal, regulatory, or governmental action; to address user security, user privacy, or technical integrity concerns; to avoid service disruptions to other users; or due to a natural disaster, catastrophic event, war, or other similar occurrence outside of our reasonable control. With respect to paid cloud storage services, we will not make any material adverse change to the Service before the end of your current paid term, unless a change is reasonably necessary to address legal, regulatory, or governmental action; to address user security, user privacy, or technical integrity concerns; to avoid service disruptions to other users; or to avoid issues resulting from a natural disaster, a catastrophic event, war, or other similar occurrence outside of our reasonable control. In the event that we do make material adverse changes to the Service or terms of use, you will have the right to terminate this Agreement and your account, in which case we will provide you with a pro rata refund of any pre-payment for your then-current paid term. We shall not be liable to you for any modifications to the Service or terms of service made in accordance with this Section ID.

II. FEATURES AND SERVICES

A. Use of Location-based Services

You may be provided certain features or services that rely upon device-based location information using GPS (or similar technology, where available) and crowd-sourced Wi-Fi access points and cell tower locations. To provide such features or services, where available, we or our partners (including Apple Inc.), must collect, use, transmit, process and maintain your location data, including but not limited to the geographic location of your device and information related to your iCloud account ("Account") and any devices registered thereunder, including but not limited to your Apple ID, device ID and name, and device type.

You may withdraw consent to our collection, use, transmission, processing and maintenance of location and Account data at any time by not using the location-based features and turning off Find My (including the predecessor apps Find My iPhone and Find My Friends, collectively referred to as "Find My"), or Location Services in Settings (as applicable) on your device. When using third party services that use or provide location data as part of the Service, you are subject to and should review such third party's terms and privacy policy on use of location data by such third party services. Any location data provided by the

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Service is not intended to be relied upon in situations where precise location information is needed or where erroneous, inaccurate, time-delayed or incomplete location data may lead to death, personal injury, property or environmental damage. We shall use reasonable skill and due care in providing the Service, but we do not guarantee the availability, accuracy, completeness, reliability, or timeliness of location data or any other data displayed by the Service. LOCATION-BASED SERVICES ARE NOT INTENDED OR SUITABLE FOR USE AS AN EMERGENCY LOCATOR SYSTEM.

B. Find My

When you enable iCloud and Location Services on a device running iOS 13, iPad OS or macOS Catalina or later, Find My (Find My iPhone for devices running iOS 8 through iOS 12) will be enabled automatically on that device and any Apple accessories paired with it. Once enabled, your device will be automatically linked to your Apple ID and your Apple ID password will be required before anyone (including you) can turn off Find My, sign out of iCloud, erase or activate the device. Apple and its authorized agents, may not perform hardware or software support services, including services under Apple's limited warranty, unless you disable Find My prior to service. Neither Apple nor GCBD shall bear responsibility for your failure to protect your iOS device with a passcode, enable Lost Mode, and/or receive or respond to notices and communications. We shall also bear no responsibility for returning your iOS device to you or for any loss of data on your iOS device.

Offline Finding is a crowdsourcing feature that can help you and others locate missing devices when those devices are not connected to the internet. If Offline Finding is enabled on a device, it can detect the presence of nearby offline devices via Bluetooth (or similar technologies). If a device detects a missing offline device, it will use Wi-Fi or cellular connections to securely report the approximate location of the device back to the Apple ID associated with the device so the owner can view its location in the Find My app. Location reporting is end-to-end encrypted, and Apple cannot see the location of the reporting device or any offline device. You can disable Offline Finding in Settings.

C. Backup

iCloud periodically creates automatic backups for iOS devices, when the device is screen locked, connected to a power source, and connected to the Internet via a Wi-Fi network. If a device has not backed up to iCloud for a period of one hundred and eighty (180) days, we reserve the right to delete any backups associated with that device. Backup may include device settings, device characteristics, photos and videos, documents, your messages, ringtones, Health app data and other app data. For additional information, please go to <https://support.apple.com/en-us/HT207428>. The following content is not included in your iCloud backup: content purchased from certain stores, including the iTunes Store or App Store, media synced from your computer, and your photo library if you have enabled iCloud Photo Library. GCBD shall use reasonable skill and due care in providing the Service, but, TO THE GREATEST EXTENT PERMISSIBLE BY APPLICABLE LAW, WE DO NOT GUARANTEE OR WARRANT THAT ANY CONTENT YOU MAY STORE OR ACCESS THROUGH THE SERVICE WILL NOT BE SUBJECT TO INADVERTENT DAMAGE, CORRUPTION, LOSS, OR REMOVAL IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT, AND WE SHALL NOT BE RESPONSIBLE SHOULD SUCH DAMAGE, CORRUPTION, LOSS, OR REMOVAL OCCUR. It is your responsibility to maintain appropriate alternate backup of your information and data.

D. Photos

1. iCloud Photo Library. When you enable iCloud Photo Library, your photos, videos, metadata and any edits that you make in the Photos App on your iOS device, macOS computer, or Windows PC will be automatically uploaded and stored in iCloud, and then pushed to all of your other iCloud Photo Library-enabled devices and computers. The photo and video resolution may vary depending on your device settings and available storage. You may download full resolution photos and videos at any time.

2. iCloud Photo Sharing. When you use iCloud Photo Sharing, we store any photos and videos you share until you delete them. You can access your shared photos and videos from any of your Apple devices that have iCloud Photo Sharing enabled. People you invite to shared albums may view, save, copy, **PX-1678.3**

and share these photos and videos, as well as contribute photos and videos, and comments. If you choose to use iCloud Photo Sharing to share photos via a web link, these photos will be publicly available to anyone who has been provided or has access to the web link. If you want to stop sharing individual photos, videos, comments or entire shared albums, you may delete them at any time. However, any content previously copied from a shared album to another device or computer will not be deleted.

3. My Photo Stream. When you use My Photo Stream, we store photos taken on your iOS Device or uploaded from your computer for a limited period of time and automatically pushes the photos to your other Apple devices that have My Photo Stream enabled. A limited number of photos may be stored in iCloud or on your devices at any one time, and older photos will be automatically deleted from My Photo Stream over time. To keep these photos permanently, you must save them to the camera roll on your iOS Device or the photo library on your computer.

E. Family Sharing. With Family Sharing, you can share certain content and services including iTunes Store and App Store purchases, an Apple Music subscription, and an iCloud storage subscription with members of your family. You may also share a calendar, a shared photo album, and your location with your family members. For more information regarding sharing your content purchases, please see the Apple Media Services Terms and Conditions at <https://www.apple.com/legal/internet-services/itunes/www/>.

F. File Sharing. When you use iCloud File Sharing, we store any files you share until you delete them. You can access your shared files from any of your Apple devices with iCloud Drive enabled. You may give access to people to view, save, copy or edit these files. You have the option to give people the right to edit the files or to only view them. If you use iCloud File Sharing to share files via a web link, these files will be publicly accessible to anyone who has been provided the web link. You can stop sharing files at any time. If you stop sharing, files will be removed from iCloud Drive on everyone's devices. However, any file previously copied to another device or computer will not be deleted.

G. Mail Drop. If you are logged in to iCloud and you use the macOS X Mail app or iCloud Mail on the web to send emails with large attachments, you will have the option of using Mail Drop. With Mail Drop, your large attachments will be temporarily stored on iCloud servers in order to facilitate their delivery. We will either send a link or a preview of the attachment to recipients, depending on your recipient's email client application. Temporary storage of large email attachments will not count towards your iCloud storage quota. For more information about Mail Drop, please go to <https://support.apple.com/en-us/HT203093>.

H. Third Party Apps. If you sign in to certain third party Apps with your iCloud credentials, you agree to allow that App to store data in your personal iCloud account and for us to collect, store and process such data on behalf of the relevant third-party App Developer in association with your use of the Service and such Apps. The data that the App stores in your personal iCloud account will count towards your storage limit. Such data may be shared with another App that you download from the same App Developer.

I. iCloud web-only account. If you sign up for the Service with a web-only account on a non-Apple-branded device or computer, you will have access to only a limited set of Service functionality. You will receive 1 GB of free storage and you will not be able to increase this amount with a web-only account. As a condition to accessing the Service with a web-only account, you agree to all relevant terms and conditions found in this Agreement, including, without limitation, all requirements for use of the Service, limitations on use, availability, public beta, disclaimers of warranties, rules regarding your content and conduct, and termination. Terms found in this Agreement relating to features not available for web-only users will not be applicable to you. These include, for example, use of location based services and payment of fees for iCloud storage upgrades. You further agree that if you subsequently access your web-only account from an Apple-branded device or Apple-branded computer, whether or not you own such device or computer, we may automatically upgrade your web-only account to a full iCloud account and provide all available functionality of the Service to you, including increased free storage capacity. If you choose to access your web-only account from an Apple-branded device or Apple-branded computer and you are subsequently upgraded to full functionality of the Service, you agree that all of the terms and conditions contained herein apply to your use of the Service. If you do not want to have a full iCloud account, do not sign in to your web-only account from an Apple-branded device or computer.

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J. Two-Factor Authentication and Autodialer Calls/Texts. If you choose to enable Two-Factor Authentication for your Apple ID, you consent to (a) provide us at least one telephone number; and (b) receive autodialer or prerecorded calls and text messages from us at any of the telephone numbers provided. We may place such calls or texts to (i) help keep your Account secure when signing in; (ii) help you access your Account when you've forgotten your password; or (iii) as otherwise necessary to service your Account or enforce this Agreement, our policies, applicable law, or any other agreement we may have with you.

III. SUBSCRIPTION STORAGE UPGRADES

Additional storage is available for purchase on a subscription basis.

A. Payment.

By upgrading your storage on your device or computer, we will automatically charge on a recurring basis the payment method associated with your Apple ID (e.g., the payment method you use to shop on the iTunes Store or App Store, if available) or the payment method associated with your Family account. If you are a Family organizer, you agree to have us charge your payment method on a recurring basis for members of your Family who upgrade their storage. We may also obtain preapproval for an amount up to the amount of the transaction and contact you periodically by email to the email address associated with your Apple ID for billing reminders and other storage account-related communications.

You can change your subscription by upgrading or downgrading your storage under the iCloud section of Settings on your device, or under the iCloud pane of System Preferences on your Mac or iCloud for Windows on your PC.

The applicable storage fee for an upgraded storage plan will take effect immediately; downgrades to your storage plan will take effect on the next annual or monthly billing date. **YOU ARE RESPONSIBLE FOR THE TIMELY PAYMENT OF ALL FEES AND FOR PROVIDING APPLE WITH VALID CREDIT CARD OR PAYMENT ACCOUNT DETAILS FOR PAYMENT OF ALL FEES.** If we are unable to successfully charge your credit card or payment account for fees due, we reserve the right to revoke or restrict access to your stored Content, delete your stored Content, or terminate your Account. If you want to designate a different credit card or payment account or if there is a change in your credit card or payment account status, you must change your information online in the Account Information section of iCloud; this may temporarily disrupt your access to the Services while we verify your new payment information. We may contact you via email regarding your account, for reasons including, without limitation, reaching or exceeding your storage limit.

Your total price will include the price of the upgrade plus any applicable credit card fees and any sales, use, goods and services (GST), value added (VAT), or other similar tax, under applicable law and based on the tax rate in effect at the time you purchase the upgrade. We will charge tax when required to do so under the tax rules applicable to the Service.

B. Right of Withdrawal

If you choose to cancel your subscription following its initial purchase or, if you are on an annual payment plan, following the commencement of any renewal term, you may do so by informing us with a clear statement (see applicable address details in section "General" below) within 14 days from when you received your e-mail confirmation by contacting Customer Support. You do not need to provide a reason for cancellation.

To meet the cancellation deadline, you must send your communication of cancellation before the 14-day period has expired.

Effects of cancellation

We will reduce your storage back to 5 GB and reimburse you no later than 14 days from the day on which we receive your cancellation notice. If you have used more than 5GB of storage during this period, you may not be able to create any more iCloud backups or use certain features until you have reduced your storage.

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We will use the same means of payment as you used for the transaction, and you will not incur any fees for such reimbursement.

IV. Your Use of the Service

A. Your Account

As a registered user of the Service, you must establish an Account. Don't reveal your Account information to anyone else. You are solely responsible for maintaining the confidentiality and security of your Account and for all activities that occur on or through your Account, and you agree to immediately notify us of any security breach of your Account. You further acknowledge and agree that the Service is designed and intended for personal use on an individual basis and you should not share your Account and/or password details with another individual. Provided we have exercised reasonable skill and due care, we shall not be responsible for any losses arising out of the unauthorized use of your Account resulting from you not following these rules.

In order to use the Service, you must enter your Apple ID and password to authenticate your Account. You agree to provide accurate and complete information when you register with, and as you use, the Service ("Service Registration Data"), and you agree to update your Service Registration Data to keep it accurate and complete. Failure to provide accurate, current and complete Service Registration Data may result in the suspension and/or termination of your Account. You agree that GCBD may store and use the Service Registration Data you provide for use in maintaining and billing fees to your Account.

B. Use of Other Apple Products and Services

Particular components or features of the Service, including but not limited to the ability to download previous purchases and iTunes Match and/or iCloud Music Library (additional fees apply), require separate software or other license agreements or terms of use, including software, license agreements and/or terms of use from third parties, such as Apple Inc. You must read, accept, and agree to be bound by any such separate agreement as a condition of using these particular components or features of the Service.

C. No Conveyance

Nothing in this Agreement shall be construed to convey to you any interest, title, or license in an Apple ID, email address, domain name, iChat ID, or similar resource used by you in connection with the Service.

D. No Right of Survivorship

Unless otherwise required by law, You agree that your Account is non-transferable and that any rights to your Apple ID or Content within your Account terminate upon your death. Upon receipt of a copy of a death certificate your Account may be terminated and all Content within your Account deleted. Contact iCloud Support at Electronic Information Industry Park of Gui An New Area, Guizhou province, P.R. China for further assistance.

E. No Resale of Service

You agree that you will not reproduce, copy, duplicate, sell, resell, rent or trade the Service (or any part thereof) for any purpose.

V. Content and Your Conduct

A. Content

"Content" means any information that may be generated or encountered through use of the Service, such as data files, device characteristics, written text, software, music, graphics, photographs, images, sounds, videos, messages and any other like materials. You understand that all Content, whether publicly posted or privately transmitted on the Service is the sole responsibility of the person from whom such Content originated. This means that you are solely responsible for any Content you upload, download, post, email, transmit, store or otherwise make available through your use of the Service. You understand that by using

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the Service you may encounter Content that you may find offensive, indecent, or objectionable, and that you may expose others to Content that they may find objectionable. We do not control the Content posted via the Service, nor does it guarantee the accuracy, integrity or quality of such Content. You understand and agree that your use of the Service and any Content is solely at your own risk.

B. Your Conduct

You agree that you will NOT use the Service to:

- a. upload, download, post, email, transmit, store or otherwise make available any Content that is unlawful, harassing, threatening, harmful, tortious, defamatory, libelous, abusive, violent, obscene, vulgar, invasive of another's privacy, hateful, racially or ethnically offensive, or otherwise objectionable;
- b. stalk, harass, threaten or harm another;
- c. if you are an adult, request personal or other information from a minor (any person under the age of 18 or such other age as local law defines as a minor) who is not personally known to you, including but not limited to any of the following: full name or last name, home address, telephone number, picture, or the names of the minor's school, athletic team or friends;
- d. pretend to be anyone, or any entity, you are not — you may not impersonate or misrepresent yourself as another person (including celebrities), entity, another iCloud user, an Apple or GCBD employee, or a civic or government leader, or otherwise misrepresent your affiliation with a person or entity (we reserve the right to reject or block any Apple ID or email address which could be deemed to be an impersonation or misrepresentation of your identity, or a misappropriation of another person's name or identity);
- e. engage in any copyright infringement or other intellectual property infringement (including uploading any content to which you do not have the right to upload), or disclose any trade secret or confidential information in violation of a confidentiality, employment, or nondisclosure agreement;
- f. post, send, transmit or otherwise make available any unsolicited or unauthorized email messages, advertising, promotional materials, junk mail, spam, or chain letters, including, without limitation, bulk commercial advertising and informational announcements;
- g. forge any TCP-IP packet header or any part of the header information in an email or a news group posting, or otherwise putting information in a header designed to mislead recipients as to the origin of any Content transmitted through the Service ("spoofing");
- h. upload, post, email, transmit, store or otherwise make available any material that contains viruses or any other computer code, files or programs designed to harm, interfere or limit the normal operation of the Service (or any part thereof), or any other computer software or hardware;
- i. interfere with or disrupt the Service (including accessing the Service through any automated means, like scripts or web crawlers), or any servers or networks connected to the Service, or any policies, requirements or regulations of networks connected to the Service (including any unauthorized access to, use or monitoring of data or traffic thereon);
- j. plan or engage in any illegal activity; and/or
- k. gather and store personal information on any other users of the Service to be used in connection with any of the foregoing prohibited activities.

C. Removal of Content

You acknowledge that we are not responsible or liable in any way for any Content provided by others and have no duty to screen such Content. However, we reserve the right at all times to determine whether Content is appropriate and in compliance with this Agreement, and may screen, move, refuse, modify and/or remove Content at any time, without prior notice and in our sole discretion, if such Content is found to be in violation of this Agreement or is otherwise in violation of applicable laws or objectionable.

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D. Back up Your Content

You are responsible for backing up, to your own computer or other device, any important documents, images or other Content that you store or access via the Service. We shall use reasonable skill and due care in providing the Service, but we do not guarantee or warrant that any Content you may store or access through the Service will not be subject to inadvertent damage, corruption or loss.

E. Access to Your Account and Content

We reserve the right to take steps we believe are reasonably necessary or appropriate to enforce and/or verify compliance with any part of this Agreement. You acknowledge and agree that we may, without liability to you, access, use, preserve and/or disclose your Account information and Content to law enforcement authorities, government officials, and/or a third party, as we believe is reasonably necessary or appropriate, if legally required to do so or if we have a good faith belief that such access, use, disclosure, or preservation is reasonably necessary to: (a) comply with legal process or request; (b) enforce this Agreement, including investigation of any potential violation thereof; (c) detect, prevent or otherwise address security, fraud or technical issues; or (d) protect the rights, property or safety of GCBD, its users, Apple, a third party, or the public as required or permitted by applicable law. You understand and agree that Apple and GCBD will have access to all data that you store on this service, including the right to share, exchange and disclose all user data, including Content, to and between each other under applicable law.

F. Violations of this Agreement

If while using the Service, you encounter Content you find inappropriate, or otherwise believe to be a violation of any copyrights, or of this Agreement, you may report it by contacting GCBD at Electronic Information Industry Park of Gui An New Area, Guizhou province, P.R. China.

G. Content Submitted or Made Available by You on the Service

1. Changes to Content. You understand that in order to provide the Service and make your Content available thereon, we may transmit your Content across various public networks, in various media, to third parties, and modify or change your Content to comply with technical requirements of connecting networks or devices or computers. You agree that the license herein permits us to take any such actions.

2. Trademark Information. Apple, the Apple logo, iCloud, the iCloud logo and other Apple trademarks, service marks, graphics, and logos used in connection with the Service are trademarks or registered trademarks of Apple Inc. in PRC and/or other countries. A list of Apple's trademarks can be found here - <https://www.apple.com/legal/trademark/appletmplist.html>. Other trademarks, service marks, graphics, and logos used in connection with the Service may be the trademarks of their respective owners. You are granted no right or license in any of the aforesaid trademarks, and further agree that you shall not remove, obscure, or alter any proprietary notices (including trademark and copyright notices) that may be affixed to or contained within the Service.

VI. Software

A. Apple's Proprietary Rights. You acknowledge and agree that Apple and/or its licensors own all legal right, title and interest in and to the Service, including but not limited to graphics, user interface, the scripts and software used to implement the Service, and any software provided to you as a part of and/or in connection with the Service (the "Software"), including any and all intellectual property rights that exist therein, whether registered or not, and wherever in the world they may exist. You further agree that the Service (including the Software, or any other part thereof) contains proprietary and confidential information that is protected by applicable intellectual property and other laws, including but not limited to copyright. You agree that you will not use such proprietary information or materials in any way whatsoever except for use of the Service in compliance with this Agreement. No portion of the Service may be reproduced in any form or by any means, except as expressly permitted in these terms.

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B. License From Apple. THE USE OF THE SOFTWARE OR ANY PART OF THE SERVICE, EXCEPT FOR USE OF THE SERVICE AS PERMITTED IN THIS AGREEMENT, IS STRICTLY PROHIBITED AND INFRINGES ON THE INTELLECTUAL PROPERTY RIGHTS OF OTHERS AND MAY SUBJECT YOU TO CIVIL AND CRIMINAL PENALTIES, INCLUDING POSSIBLE MONETARY DAMAGES, FOR COPYRIGHT INFRINGEMENT.

C. Public Beta. From time to time, we may choose to offer new and/or updated features of the Service (the "Beta Features") as part of a Public Beta Program (the "Program") for the purpose of providing us with feedback on the quality and usability of the Beta Features. You understand and agree that your participation in the Program is voluntary and does not create a legal partnership, agency, or employment relationship between you and us, and that we are not obligated to provide you with any Beta Features. We may make such Beta Features available to Program participants by online registration or enrollment via the Service. You understand and agree that we may collect and use information from your Account, devices and peripherals in order to enroll you in a Program and/or determine your eligibility to participate. You understand that once you enroll in a Program you may be unable to revert to the earlier non-beta version of a given Beta Feature. In the event such reversion is possible, you may not be able to migrate data created within the Beta Feature back to the earlier non-beta version. Your use of the Beta Features and participation in the Program is governed by this Agreement and any additional license terms that may separately accompany the Beta Features. The Beta Features are provided on an "AS IS" and "AS AVAILABLE" basis and may contain errors or inaccuracies that could cause failures, corruption or loss of data and/or information from your device and from peripherals (including, without limitation, servers and computers) connected thereto. We strongly encourage you to backup all data and information on your device and any peripherals prior to participating in any Program. You expressly acknowledge and agree that all use of the Beta Features is at your sole risk. YOU ASSUME ALL RISKS AND ALL COSTS ASSOCIATED WITH YOUR PARTICIPATION IN ANY PROGRAM, INCLUDING, WITHOUT LIMITATION, ANY INTERNET ACCESS FEES, BACKUP EXPENSES, COSTS INCURRED FOR THE USE OF YOUR DEVICE AND PERIPHERALS, AND ANY DAMAGE TO ANY EQUIPMENT, SOFTWARE, INFORMATION OR DATA. We may or may not provide you with technical and/or other support for the Beta Features. If support is provided it will be in addition to your normal support coverage for the Service and only available through the Program. You agree to abide by any support rules or policies that we provide to you in order to receive any such support. We reserve the right to modify the terms, conditions or policies of the Program (including ceasing the Program) at any time with or without notice, and may revoke your participation in the Program at any time. You acknowledge that we have no obligation to provide a commercial version of the Beta Features, and that should such a commercial version be made available, it may have features or functionality different than that contained in the Beta Features. As part of the Program, we will provide you with the opportunity to submit comments, suggestions, or other feedback regarding your use of the Beta Features. You agree that in the absence of a separate written agreement to the contrary, we will be free to use any feedback you provide for any purpose.

D. Export Control. Use of the Service and Software, including transferring, posting, or uploading data, information, technology, software or other Content via the Service, may be subject to the export and import laws of the United States and other countries. You agree to comply with all applicable export and import laws and regulations. In particular, but without limitation, the Software may not be exported or re-exported (a) into any U.S. embargoed countries or (b) to anyone on the U.S. government's Consolidated Screening List (CSL) located at https://build.export.gov/main/ecr/eg_main_023148. By using the Software or Service, you represent and warrant that you are not located in any such country or on any such list. You also agree that you will not use the Software or Service for any purposes prohibited by United States law, including, without limitation, the development, design, manufacture or production of missiles, nuclear, chemical or biological weapons. You further agree not to upload to your Account any data, information, technology or software that is either controlled under U.S. International Traffic in Arms Regulations (ITAR) or cannot be exported without prior written government authorization, including, but not limited to, certain types of encryption software, without first obtaining that authorization. This assurance and commitment shall survive termination of this Agreement.

E. Updates. From time to time, The Software used by the Service may be updated. In order to continue your use of the Service, such updates may be automatically downloaded and installed onto your device or

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computer. These updates may include bug fixes, feature enhancements or improvements, or entirely new versions of the Software.

VII. Termination

A. Voluntary Termination by You

You may delete your Apple ID and/or stop using the Service at any time. If you wish to stop using iCloud on your device, you may disable iCloud from a device by opening Settings on your device, tapping iCloud, and tapping "Sign Out". To terminate your Account and delete your Apple ID, contact GCBD Support at Electronic Information Industry Park of Gui An New Area, Guizhou province, P.R. China. If you terminate your Account and delete your Apple ID, you will not have access to other Apple or third party products and services that you set up with that Apple ID. This action may be non-reversible. Any fees paid by you prior to your termination are nonrefundable (except as expressly permitted otherwise by this Agreement), including any fees paid in advance for the billing year during which you terminate. Termination of your Account shall not relieve you of any obligation to pay any accrued fees or charges.

B. Termination by GCBD

GCBD may at any time, under certain circumstances and without prior notice, immediately terminate or suspend all or a portion of your Account and/or access to the Service. Cause for such termination shall include: (a) violations of this Agreement or any other policies or guidelines that are referenced herein and/or posted on the Service; (b) a request by you to cancel or terminate your Account; (c) a request and/or order from law enforcement, a judicial body, or other government agency; (d) where provision of the Service to you is or may become unlawful; (e) unexpected technical or security issues or problems; (f) your participation in fraudulent or illegal activities; or (g) failure to pay any fees owed by you in relation to the Service, provided that in the case of non-material breach, GCBD will be permitted to terminate only after giving you 30 days' notice and only if you have not cured the breach within such 30-day period. Any such termination or suspension shall be made by GCBD in its sole discretion and we will not be responsible to you or any third party for any damages that may result or arise out of such termination or suspension of your Account and/or access to the Service. In addition, we may terminate your Account upon 30 days' prior notice via email to the address associated with your Account if (a) your Account has been inactive for one (1) year; or (b) there is a general discontinuance of the Service or any part thereof. Notice of general discontinuance of service will be provided as set forth herein, unless it would not be reasonable to do so due to circumstances arising from legal, regulatory, or governmental action; to address user security, user privacy, or technical integrity concerns; to avoid service disruptions to other users; or due to a natural disaster, a catastrophic event, war, or other similar occurrence outside of our reasonable control. In the event of such termination, we will provide you with a pro rata refund of any pre-payment for your then-current paid term. We shall not be liable to you for any modifications to the Service or terms of service in accordance with this Section VII.B.

C. Effects of Termination

Upon termination of your Account you may lose all access to the Service and any portions thereof, including, but not limited to, your Account, Apple ID, email account, and Content. In addition, after a period of time, we will delete information and data stored in or as a part of your account(s). Any individual components of the Service that you may have used subject to separate software license agreements will also be terminated in accordance with those license agreements.

VIII. Links and Other Third Party Materials

Certain Content, components or features of the Service may include materials from third parties and/or hyperlinks to other web sites, resources or Content. Because GCBD may have no control over such third party sites and/or materials, you acknowledge and agree that neither GCBD or third parties with whom GCBD works to provide the Service (including, without limitation, Apple Inc.) are responsible for the availability of such sites or resources, and do not endorse or warrant the accuracy of any such sites or resources, and shall in no way be liable or responsible for any Content, advertising, products or materials

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on or available from such sites or resources. You further acknowledge and agree that we shall not be responsible or liable in any way for any damages you incur or allege to have incurred, either directly or indirectly, as a result of your use and/or reliance upon any such Content, advertising, products or materials on or available from such sites or resources.

IX. DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

GCBD DOES NOT GUARANTEE, REPRESENT, OR WARRANT THAT YOUR USE OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, AND YOU AGREE THAT FROM TIME TO TIME GCBD MAY REMOVE THE SERVICE FOR INDEFINITE PERIODS OF TIME, OR CANCEL THE SERVICE IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. GCBD AND ITS AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. IN PARTICULAR, GCBD AND ITS AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS MAKE NO WARRANTY THAT (I) THE SERVICE WILL MEET YOUR REQUIREMENTS; (II) YOUR USE OF THE SERVICE WILL BE TIMELY, UNINTERRUPTED, SECURE OR ERROR-FREE; (III) ANY INFORMATION OBTAINED BY YOU AS A RESULT OF THE SERVICE WILL BE ACCURATE OR RELIABLE; AND (IV) ANY DEFECTS OR ERRORS IN THE SOFTWARE PROVIDED TO YOU AS PART OF THE SERVICE WILL BE CORRECTED.

GCBD DOES NOT REPRESENT OR GUARANTEE THAT THE SERVICE WILL BE FREE FROM LOSS, CORRUPTION, ATTACK, VIRUSES, INTERFERENCE, HACKING, OR OTHER SECURITY INTRUSION, AND GCBD DISCLAIMS ANY LIABILITY RELATING THERETO.

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS ACCESSIONED AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR DEVICE, COMPUTER, OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. YOU FURTHER ACKNOWLEDGE THAT THE SERVICE IS NOT INTENDED OR SUITABLE FOR USE IN SITUATIONS OR ENVIRONMENTS WHERE THE FAILURE OR TIME DELAYS OF, OR ERRORS OR INACCURACIES IN, THE CONTENT, DATA OR INFORMATION PROVIDED BY THE SERVICE COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE.

LIMITATION OF LIABILITY

YOU EXPRESSLY UNDERSTAND AND AGREE THAT GCBD AND ITS AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR OTHER INTANGIBLE LOSSES (EVEN IF GCBD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (I) THE USE OR INABILITY TO USE THE SERVICE (II) ANY CHANGES MADE TO THE SERVICE OR ANY TEMPORARY OR PERMANENT CESSATION OF THE SERVICE OR ANY PART THEREOF; (III) THE UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (IV) THE DELETION OF, CORRUPTION OF, OR FAILURE TO STORE AND/OR SEND OR RECEIVE YOUR TRANSMISSIONS OR DATA ON OR THROUGH THE SERVICE; (V) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; AND (VI) ANY OTHER MATTER RELATING TO THE SERVICE.

INDEMNIFICATION

You agree to defend, indemnify and hold GCBD, its affiliates, subsidiaries, directors, officers, employees, agents, partners, contractors, and licensors harmless from any claim or demand, including reasonable attorneys' fees, made by a third party, relating to or arising from: (a) any Content you submit, post, transmit, or otherwise make available through the Service; (b) your use of the Service; (c) any violation by

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you of this Agreement; (d) any action taken by GCBD as part of its investigation of a suspected violation of this Agreement or as a result of its finding or decision that a violation of this Agreement has occurred; or (e) your violation of any rights of another. This means that you cannot sue GCBD, its affiliates, subsidiaries, directors, officers, employees, agents, partners, contractors, and licensors as a result of its decision to remove or refuse to process any information or Content, to warn you, to suspend or terminate your access to the Service, or to take any other action during the investigation of a suspected violation or as a result of GCBD's conclusion that a violation of this Agreement has occurred. This waiver and indemnity provision applies to all violations described in or contemplated by this Agreement. This obligation shall survive the termination or expiration of this Agreement and/or your use of the Service. You acknowledge that you are responsible for all use of the Service using your Account, and that this Agreement applies to any and all usage of your Account. You agree to comply with this Agreement and to defend, indemnify and hold harmless GCBD from and against any and all claims and demands arising from usage of your Account, whether or not such usage is expressly authorized by you.

X. GENERAL

A. Notices

GCBD may provide you with notices regarding the Service, including changes to this Agreement, by email to your iCloud email address (and/or other alternate email address associated with your Account if provided), iMessage or SMS, by regular mail, or by postings on our website and/or the Service. You acknowledge and agree that GCBD may at any time assign or transfer this Agreement to a wholly owned subsidiary of GCBD and that this Agreement will remain in full force and effect, with such successor entity assuming all rights and obligations of GCBD.

B. Governing Law

The construction, validity and performance of this Agreement shall be governed by the laws of the People's Republic of China. With regard to any disputes arising from or relating to this Agreement, GCBD and You agree that such disputes will be submitted to the China International Economic and Trade Arbitration Commission (CIETAC) for binding arbitration in Beijing under the CIETAC Arbitration Rules in force when arbitration is submitted. The subsequent arbitral awards shall be final and binding to both parties.

C. Entire Agreement

This Agreement constitutes the entire agreement between you and GCBD, governs your use of the Service and completely replaces any prior agreements between you and GCBD or Apple in relation to the Service. You may also be subject to additional terms and conditions that may apply when you use affiliate services, third-party content, or third-party software. If any part of this Agreement is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect. The failure of GCBD to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. You agree that, except as otherwise expressly provided in this Agreement, there shall be no third-party beneficiaries to this agreement.

ELECTRONIC CONTRACTING

Your use of the Service includes the ability to enter into agreements and/or to make transactions electronically. YOU ACKNOWLEDGE THAT YOUR ELECTRONIC SUBMISSIONS CONSTITUTE YOUR AGREEMENT AND INTENT TO BE BOUND BY AND TO PAY FOR SUCH AGREEMENTS AND TRANSACTIONS. YOUR AGREEMENT AND INTENT TO BE BOUND BY ELECTRONIC SUBMISSIONS APPLIES TO ALL RECORDS RELATING TO ALL TRANSACTIONS YOU ENTER INTO ON THIS SERVICE, INCLUDING NOTICES OF CANCELLATION, POLICIES, CONTRACTS, AND APPLICATIONS. In order to access and retain your electronic records, you may be required to have certain hardware and software, which are your sole responsibility.

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Last revised: May 20, 2020

[Legal](#) [Internet Services](#) [iCloud](#) [GCBD Terms](#)

Hardware and Software	Sales & Support	Internet Services	Intellectual Property
Hardware Warranties	Overview	Overview	Overview
Software License Agreements	AppleCare	Apple Media Services Terms and Conditions	Guidelines for Using Apple Trademarks and Copyrights
RF Exposure	Repair Terms and Conditions	iTunes Gift Cards and Codes Terms and Conditions	Trademarks
More Resources	Express Replacement Service	Game Center Terms and Conditions	Rights and Permissions
Overview	Remote Support Terms and Conditions (PDF)	iCloud Terms of Service	Piracy Prevention
Government Information Requests	Sales Policies	TestFlight Terms and Conditions	Unsolicited Idea Submission Policy
Contact Apple Legal	Certification Agreements and Policies	Privacy Policy	Education
Global Trade Compliance	Training Service Terms and Conditions	Website Terms of Use	Apple School Manager
Supplier Provisions	Support Communities Terms of Use		
Filemaker Legal Information			Enterprise
			Apple Business Manager
			Data Transfer Agreements

More ways to shop: [Find an Apple Store](#) or [other retailer](#) near you. Or call 1-800-MY-APPLE.

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United States

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